



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
16 Jun 16

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 26 Feb 16

Encl: (1) Copy of Dept. of State letter of 9 Jun 16.

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Department of State.

(b)(6), (b)(7)(C)

By direction



**United States Department of State**

**Washington, D.C. 20520**

**JUN 03 2010**

**UNCLASSIFIED**

**M. A. Brilakis  
Deputy Commandant  
(Manpower and Reserve Affairs)  
United States Marine Corps  
3280 Russell Road  
Quantico, VA 22134-5103**

**Dear Deputy Commandant Brilakis:**

**The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps' (for the Secretary of the Navy) approval of a request by**

**(b)(6), (b)(7)(C)**

**(b)(6), (b)(7)(C)**

**(b)(6), (b)(7)(C)**

**in the United Arab Emirates.**

**On behalf of the Secretary of State, I approve this request pursuant to 37 U.S.C. § 908 and 22 C.F.R. § 3a. Please inform the applicant of this determination.**

**Sincerely,**

**(b)(6), (b)(7)(C)**

**Eric Geelan  
Deputy Director  
Office of International Security Operations**

**UNCLASSIFIED**



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

APR 8 2016

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear Sir,

The request from (b)(6), (b)(7)(C)  
(Retired), for approval of civilian foreign employment is forwarded  
for consideration pursuant to the Foreign Relations Authorization  
Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91  
Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) foreign employment questionnaire and classified  
information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the  
Navy, has approved (b)(6), (b)(7)(C) request for employment as

(b)(6), (b)(7)(C)

located in the United Arab Emirates. This request is being  
forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. BRILAKIS  
Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
IOS/U0117

MAR 28 2016

Fm: Special Security Officer, Headquarters U.S. Marine Corps,  
Intelligence Department, Washington DC  
To: DC, M&RA, Washington DC

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)  
USMC RETIRED

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps (b)(6), (b)(7)(C) in February 2016 he requested permission under the Foreign Ownership, Control or Influence (FOCI) program for employment by the United Arab Emirates (UAE) as

(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a), for employment with UAE (b)(6), (b)(7)(C) ties will not require access to U.S. classified information. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new investigation for before access to U.S. classified information is granted.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved a position supporting the government of the United Arab Emirates.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files



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(b)(5), (b)(6), (b)(7)(C)

# Foreign Government Employment Questionnaire

## Identification

Name (Last, First, Middle Initial): (b)(6), (b)(7)(C)

Physical Address (also include mailing address, if different):

(b)(6), (b)(7)(C)

Phone Number: (b)(6), (b)(7)(C)

Military Retirement Effective Date: (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits) (b)(6), (b)(7)(C)

Location of proposed employment:

(b)(6), (b)(7)(C) United Arab Emirates

## Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

(b)(6), (b)(7)(C)

2. What is your proposed job title? (b)(6), (b)(7)(C)

3. What will your duties involve? Attach job description, if available. **Job description attached.**

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5. Are you a U.S. Citizen?

(b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held?

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No I will not be working with classified information.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

### **Acknowledgement**

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.**

**I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.**

**I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Retiree Signature**

**Date**

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## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

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AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the inspector general of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

February 26, 2016

(b)(6), (b)(7)(C)

SSN

(b)(6), (b)(7)(C)

Military Retirement Date: (b)(6), (b)(7)(C)

Rank at Retirement: (b)(6), (b)(7)(C)

TO: Judge Advocate Division (JAR) Headquarters, U.S. Marine Corps  
3000 Marine Corps Pentagon  
Washington, DC 20350-3000

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE: U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause*

Encl: (1) (b)(6), (b)(7)(C) Job Description

(2) Completed SF 312

(3) Completed Foreign Government Employment Information Sheet

(4) Completed Foreign Government Employment Questionnaire

1. This letter requests permission to accept employment with (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) located in the United Arab Emirates (UAE).

2. (b)(6), (b)(7)(C)

3. (b)(6), (b)(7)(C)

4. (b)(6), (b)(7)(C)

5. (b)(6), (b)(7)(C)

6.

(b)(6), (b)(7)(C)

**Respectfully,**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)	<b>JOB DESCRIPTION</b>	<b>Doc. No.</b>
		<b>Revision No.:</b>
		<b>Date:</b>

#### 1. JOB DETAILS

<b>Job Title:</b>	(b)(6), (b)(7)(C)	<b>Job Grade:</b>	TBD
<b>Reports to:</b>	(b)(6), (b)(7)(C)		
<b>Function:</b>			
<b>Department:</b>			

#### 2. JOB OBJECTIVE

(b)(6), (b)(7)(C)
-------------------

#### 3. JOB DIMENSIONS

<b>Number of staff supervised:</b>	<b>Direct Reports:</b>	(b)(6), (b)(7)(C)
	<b>Total:</b>	

#### 4. KEY ACCOUNTABILITIES

<b>Description</b>
(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

## JOB DESCRIPTION

Doc. No.

Revision No.:

Date:

(b)(6), (b)(7)(C)



(b)(6), (b)(7)(C)

## JOB DESCRIPTION

Doc. No.

Revision No.:

Date:

(b)(6), (b)(7)(C)

### 5. COMMUNICATIONS & WORKING RELATIONSHIPS

(b)(6), (b)(7)(C)

### 6. QUALIFICATION, KNOWLEDGE, SKILLS & COMPETENCIES

(b)(6), (b)(7)(C)

### 7. APPROVALS

(b)(6), (b)(7)(C)

## JOB DESCRIPTION

Doc. No.

Revision No.:

Date:

**Line Manager/ Function Head**

(b)(6), (b)(7)(C)

**Human Resources:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

5300

MMSR-6

1 Oct 18

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 12 Jun 18

Encl: (1) Copy of Dept. of State letter of 7 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

September 7, 2018

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with the Swedish (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String  
Deputy Assistant Secretary  
Bureau of Political-Military Affairs





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

JUL 25 2018

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) the Swedish (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR

Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U0566

[JUL 09 2018]

From: Special Security Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine  
Corps and requested permission in June 2018 under the Foreign Ownership,  
Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) the Swedish (b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required  
by reference (a), for employment with Swedish (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense  
Consolidated Adjudications Facility (DOD CAF) will require a new security  
clearance investigation and adjudication prior to access to U.S. classified  
information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
with the Swedish (b)(6), (b)(7)(C)

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

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(b)(6), (b)(7)(C)

### **Foreign Government Employment Questionnaire**

**Name:** (b)(6), (b)(7)(C)

**Physical address (include mailing if different):** (b)(6), (b)(7)(C)

**Phone** (b)(6), (b)(7)(C)

**Email** (b)(6), (b)(7)(C)

**Military Retirement Date (if applicable):** (b)(6), (b)(7)(C)

**Rank/Rate (at retirement)** (b)(6), (b)(7)(C)

**SSN (last four digits)** (b)(6), (b)(7)(C)

**Location of proposed employment:** (b)(6), (b)(7)(C) **SWEDEN**

**1. Who is your proposed employer and how are they connected to a foreign government?** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**2. What is your proposed job title?** (b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working. alter your U.S. citizenship status. or obtain foreign citizenship?** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? ABSOLUTELY NOT.**

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**



(b)(6), (b)(7)(C)

**Signature**

**Date**

**Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.**

**I certify that I currently hold an active United States security clearance.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

**I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**Signature**

**Date**

**If you are unable to certify one of the two statements above, please explain here:**

(b)(6), (b)(7)(C)

---

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

---

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

---

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the Inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h)(g)(3) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~(have)~~ ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

12 June, 2018

From: (b)(6), (b)(7)(C)

To:

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT AFTER RETIREMENT

1. Respectfully request a waiver from the prohibition of foreign employment of retired personnel.

2. I wish to gain employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

3. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

4. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

6. I am available for further information on this position at

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

5300

MMSR-6

3 Apr 17

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 30 Nov 16

Encl: (1) Copy of Dept. of State letter of 31 Mar 17

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

MAR 31 2017

Mr. M. A. Brilakis  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Dear Deputy Commandant Brilakis:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from [REDACTED] (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

to accept civil employment as

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Kingdom of Saudi Arabia.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant [REDACTED] (b)(6), (b)(7)(C) remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

[REDACTED]  
(b)(6), (b)(7)(C)

David E. Henifin  
Director, Office of State-Defense Integration  
Bureau of Political-Military Affairs

UNCLASSIFIED





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

17 JUL 2017

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. BEAROR  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500

IOS/U0624

DEC 19 2016

Fm: Special Security Officer, Headquarters U.S. Marine Corps,  
Intelligence Department, Washington DC  
To: DC, M&RA, Washington DC

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)  
RETIRED

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps in (b)(6), (b)(7)(C) and in  
November 2016, (b)(6), (b)(7)(C) requested permission under the Foreign Ownership, Control or  
Influence (FOCI) program for employment as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Kingdom of Saudi  
Arabia (KSA) (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by  
reference (a), for employment with (b)(6), (b)(7)(C) duties  
will not require access to U.S. classified information. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) The Department of Defense  
Consolidated Adjudications Facility (DOD CAF) will require a new  
investigation before access to U.S. classified information is granted.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) with KSA.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

Copy to:  
Files



-----  
(b)(5), (b)(6), (b)(7)(C)

### **Foreign Government Employment Questionnaire**

**Name: (last, first, middle initial):** (b)(6), (b)(7)(C)

**Physical address (include mailing if different):** (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

**Phone:** (b)(6), (b)(7)(C)

**Email:**

**Military Retirement Date (if applicable):** (b)(6), (b)(7)(C)

**Rank/Rate (at retirement):** (b)(6), (b)(7)(C)

**SSN (last four digits):** (b)(6), (b)(7)(C)

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.**

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you work with classified information as part of your foreign employment? If yes, please explain.**

**NO.**

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

**13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 796, \*952 and 1924, title 18, United States Code, "the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

#### WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

#### ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

30 November 2016

Judge Advocate Division (JAR)  
Headquarters, U.S. Marine Corps  
3000 Marine Corps Pentagon  
Washington, DC 20350-3000

To whom it may concern,

In accordance with the requirements identified in Article I, Section 9, Clause 8 of the United States Constitution, I am submitting this notice of my employment with

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Kingdom of Saudi Arabia (KSA)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
3 Apr 17

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 30 Nov 16

Encl: (1) Copy of Dept. of State letter of 31 Mar 17

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction





United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

MAR 31 2017

Mr. M. A. Brilakis  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Dear Deputy Commandant Brilakis:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

to accept civil employment as

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

for the Kingdom of Saudi Arabia.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

David E. Henifin  
Director, Office of State-Defense Integration  
Bureau of Political-Military Affairs

UNCLASSIFIED



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR-6

JAN 8 2017

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. PEAROK  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
IOS/U00623

DEC 19 2016

Fm: Special Security Officer, Headquarters U.S. Marine Corps,  
Intelligence Department, Washington DC  
To: DC, M&RA, Washington DC

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)  
RETIRED

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps in (b)(6), (b)(7)(C) and in  
November 2016, (b)(6), (b)(7)(C) requested permission under the Foreign Ownership, Control or  
Influence (FOCI) program for employment as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) the Kingdom of Saudi  
Arabia (KSA) (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by  
reference (a), for employment with (b)(6), (b)(7)(C) duties  
will not require access to U.S. classified information. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) The Department of Defense  
Consolidated Adjudications Facility (DOD CAF) will require a new  
investigation before access to U.S. classified information is granted.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) with KSA.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hgmc\_sso@usmc.mil.

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)

## **Foreign Government Employment Questionnaire**

**Name: (last, first, middle initial):** (b)(6), (b)(7)(C)

**Physical address (include mailing if different):** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**Phone:** (b)(6), (b)(7)(C)

**Email:** (b)(6), (b)(7)(C)

**Military Retirement Date (if applicable):** (b)(6), (b)(7)(C)

**Rank/Rate (at retirement):** (b)(6), (b)(7)(C)

**SSN (last four digits):** (b)(6), (b)(7)(C)

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.**

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you work with classified information as part of your foreign employment? If yes, please explain.**

**NO.**

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

**13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code, \*the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

#### WITNESS

#### ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

(b)(6), (b)(7)(C)

**NOTICE** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

30 November 2016

Judge Advocate Division (JAR)  
Headquarters, U.S. Marine Corps  
3000 Marine Corps Pentagon  
Washington, DC 20350-3000

To whom it may concern,

In accordance with the requirements identified in Article I, Section 9, Clause 8 of the United States Constitution, I am submitting this notice of my (b)(6), (b)(7)(C) agreement with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Kingdom of Saudi Arabia (KSA)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)



**DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103**

IN REPLY REFER TO:  
5300  
MMSR-6  
26 Aug 19

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 21 May 19

Encl: (1) Copy of Dept. of State letter of 22 Aug 19

1. This is in response to the reference in which you requested approval of your foreign employment.
2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

August 22, 2019

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper  
Assistant Secretary

**ENCLOSURE (1)**



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR-6  
JUN 13 2019

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)  
(Retired), for approval of civilian foreign employment is forwarded  
for consideration pursuant to the Foreign Relations Authorization  
Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91  
Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)  
Enclosed with this letter is (b)(6), (b)(7)(C) cover letter,  
foreign employment questionnaire and classified information  
nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the  
Navy, has approved (b)(6), (b)(7)(C) request for employment  
as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) the United Arab Emirates. This request is being  
forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO  
Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U0557

MAY 29 2019

From: Senior Intelligence Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S.  
Marine Corps and requested permission in May 2019 under the Foreign  
Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) the United Arab Emirate (UAE).

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by  
reference (a), for employment with the UAE Government (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department  
of Defense Consolidated Adjudications Facility (DOD CAF) will require a new  
security clearance investigation and adjudication prior to access to U.S.  
classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) UAE Government.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)



## **Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical Address: (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

Mailing Address: (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

Phone: (b)(6), (b)(7)(C)

Email: (b)(6), (b)(7)(C)

Military Retirement Date: (b)(6), (b)(7)(C)

Rank/Rate (at retirement) (b)(6), (b)(7)(C)

1. Who is your proposed employer and how they are connected to a foreign government? (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)
2. What is your proposed job title? (b)(6), (b)(7)(C)
3. What will your job duties involve? Please explain in as much details as possible (if a job description is available, please attach). (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

### ***Key Responsibilities and Deliverables***

(b)(6), (b)(7)(C)



(b)(6), (b)(7)(C)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary, housing allowance, extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5. Are you a U.S. citizen?
6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your citizenship status, or obtain foreign citizenship?

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held?
8. What is the highest level of classified material to which you have been granted access?
9. Have you had access to Special Access Programs?
10. Will you be working with classified information as part of your foreign employment? If yes, please explain as much detail as possible. **No.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain as much detail as possible.
12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.
13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or receive an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Control (DDTC)? If the answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.
14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Signature

Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

*"Defense service"* (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

*"Defense article"* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

*"Technical data"* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, \* 952 and 1924, Title 18, United States Code, \* the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958, Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2005.20) so that I may read them at this time, if I so choose.

(b)(6), (b)(7)(C)

**WITNESS**

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

**ACCEPTANCE**

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON  
BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

**May 21, 2019**

**From:** (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

**To: The Secretary of the Navy**

**Via: MMSR-6**  
**Deputy Commandant, Manpower and Reserve Affairs**  
**Commandant of the Marine Corps**

**Ref: (a) Foreign Government Employment Memo**  
**(b) Foreign Government Employment Questionnaire**  
**(c) Standard Form 312, Nondisclosure Agreement**

**Dear Honorable Mr. Richard V. Spencer,**

**I am currently being considered for an employment opportunity with a foreign owned company,** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**Key Responsibilities and Deliverables**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**It is respectfully requested that permission be granted to be employed by a foreign government owned company – or any instrumentality of a foreign government agency.**

**Very Respectfully Submitted**

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
1 Oct 18

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 1 Jun 18

Encl: (1) Copy of Dept. of State letter of 10 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction





United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

September 10, 2018

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9 (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).



Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String  
Deputy Assistant Secretary  
Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

JUL 25 2018

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)  
(Retired), for approval of civilian foreign employment is forwarded  
for consideration pursuant to the Foreign Relations Authorization  
Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91  
Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter  
is (b)(6), (b)(7)(C) foreign employment questionnaire,  
and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the  
Navy, has approved (b)(6), (b)(7)(C) request for  
employment as (b)(6), (b)(7)(C) This request is  
being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR

Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U0566

JUL 09 2018

From: Special Security Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the  
U.S. Marine Corps and requested permission in June 2018 under the Foreign  
Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)  
with (b)(6) conduct coordination activities and foreign military  
sales between government and militaries for combating terrorism.

2 (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by  
reference (a), for employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated  
Adjudications Facility (DOD CAF) will require a new security clearance  
investigation and adjudication prior to access to U.S. classified  
information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) for foreign military sales internationally.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)

## **Foreign Government Employment Questionnaire**

Name: (last, first, middle initial): \_\_\_\_\_

Physical address (include mailing if different): \_\_\_\_\_

(b)(6), (b)(7)(C)

Phone: \_\_\_\_\_

(b)(6), (b)(7)(C)

Email: \_\_\_\_\_

Military Retirement Date (if applicable): \_\_\_\_\_

(b)(6), (b)(7)(C)

Rank/Rate (at retirement): \_\_\_\_\_

(b)(6), (b)(7)(C)

SSN (last four digits) \_\_\_\_\_

(b)(6), (b)(7)(C)

1. Who is your proposed employer and how are they connected to a foreign government?

(b)(6), (b)(7)(C)

2. What is your proposed job title?

(b)(6), (b)(7)(C)

3. What will your job duties involve? If a job description is available, please attach.

(b)(6), (b)(7)(C)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

(b)(6), (b)(7)(C)

5. Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

I will not be working with U.S. classified information

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

**WITNESS**

**ACCEPTANCE**

**THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.**

**THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.**

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
6 Mar 19

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 14 Nov 18

Encl: (1) Copy of Dept. of State letter of 5 Mar 19

1. This is in response to the reference in which you requested approval of your foreign employment.
2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

March 5, 2019

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

to accept civil employment in the United Arab Emirates with

(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik A. String  
Deputy Assistant Secretary





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

JAN 11 2019

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859.

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) the United Arab Emirates (UAE) (b)(6) in Abu Dhabi, UAE. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO  
Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U1168

DEC 21 2018

From: Special Security Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S.  
Marine Corps and requested permission in November 2018 under the Foreign  
Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) the United  
Arab Emirates (UAE) (b)(6)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as  
required by reference (a), for employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department  
of Defense Consolidated Adjudications Facility (DOD CAF) will require a new  
security clearance investigation and adjudication prior to access to U.S.  
classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) the UAE (b)(6)

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)

**Foreign Government Employment Questionnaire**

Name: (last, first, middle initial)

Physical address (include mailing if different)

Phone:

Email:

Military Retirement Date (if applicable):

Rank/Rate (at retirement):

SSN (last four digits): XXX-XX-XXXX

Location of proposed employment:

(b)(6), (b)(7)(C)

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.**

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)



**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain.**

(b)(6), (b)(7)(C)

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with**

(b)(6), (b)(7)(C)

**13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

### AN AGREEMENT BETWEEN

### AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-434 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

-----  
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
6 Jan 20

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 22 Sep 19

Encl: (1) Copy of Dept. of State letter of 18 Dec 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

December 18, 2019

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with the United Arab Emirates.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov)

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper  
Assistant Secretary





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR=6  
OCT 31 2019

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)  
(Retired), for approval of civilian foreign employment is forwarded  
for consideration pursuant to the Foreign Relations Authorization  
Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91  
Stat. 859. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C)  
Enclosed with this letter is (b)(6), (b)(7)(C) cover  
letter, foreign employment questionnaire and classified information  
nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the  
Navy, has approved (b)(6), (b)(7)(C) request for  
employment as (b)(6), (b)(7)(C) in  
(b)(6), (b)(7)(C) in  
Abu Dhabi, United Arab Emirates (UAE). (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U1248

OCT 16 2019

From: Senior Intelligence Officer, Intelligence Division  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in September 2019 under the Foreign Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) within the United Arab Emirates (UAE). (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a), for employment with (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) in UAE.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)

### **Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical address (include mailing if different): (b)(6), (b)(7)(C)

Mailing address: (b)(6), (b)(7)(C)

Phone: (b)(6), (b)(7)(C)

Email:

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C) UAE

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?** (b)(6), (b)(7)(C)

**3. What will your job duties involve? Please explain in as much detail as possible (If a job description is available, please attach). Job description attached.**

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?** (b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.**

Yes,

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

*“Defense service”* (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical,

educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

*"Defense article"* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

*"Technical data"* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.**

(b)(6), (b)(7)(C)

**14. Did you receive a debriefing upon retiring from the uniformed service? Yes If so, did you complete an SF-312, Classified Information Nondisclosure agreement?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
-----------	------	---

(b)(6), (b)(7)(C)

**WITNESS**

**ACCEPTANCE**

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

09/26/2019

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

22 September 2019

Headquarters United States Marine Corps  
Manpower & Reserve Affairs (MMSR-6)  
3280 Russell Road  
Quantico, VA 22134

Subject: Request for Approval to Accept Foreign Government Employment

To Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000)]I am requesting approval to accept foreign government employment in the United Arab Emirates (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

Attachments:

1. Foreign Government Employment Questionnaire.
2. (b)(6), (b)(7)(C) Position Description.
3. Signed SF 312 Classified Information Nondisclosure Agreement.

-----  
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
26 Sep 15

From: Commandant of the Marine Corps  
To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 1 Apr 16

Encl: (1) Copy of Dept. of State letter of 23 Sep 16

1. This is in response to the reference in which you requested approval of your foreign employment.
2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Department of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Washington, D.C. 20520

Sept 23, 2016

UNCLASSIFIED

LtGen M. A. Brilakis  
Deputy Commandant  
Manpower and Reserve Affairs  
United States Marine Corps  
3280 Russell Road  
Quantico, VA 22134-5103

Dear Lieutenant General Brilakis:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps' (for the Secretary of the Navy) approval of a request by (b)(6), (b)(7)(C) to accept civil employment as (b)(6), (b)(7)(C) the United Arab Emirates.

On behalf of the Secretary of State, I approve this request pursuant to 37 U.S.C. § 908 and 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b)(6), (b)(7)(C)

Director, Office of International  
Security Operations

UNCLASSIFIED





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

JUL 7 2016

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859.

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) the United Arab Emirates. This request is being forwarded for the approval of the Secretary of State.

(b)(6), (b)(7)(C)

M. A. BRILAKIS  
Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE  
ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
IQS/U0127

APR 08 2016

From: Special Security Officer, Headquarters U.S. Marine Corps,  
Intelligence Department, Washington DC  
To: DC, M&RA, Washington DC

Subject: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)  
USMC RETIRED

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps (b)(6), (b)(7)(C) in April 2016 (b)(6), (b)(7)(C) requested permission under the Foreign Ownership, Control or Influence (FOCI) program for employment by the United Arab Emirates (UAE) as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. (b)(6) requires a FOCI approval and legal authority as required by reference (a), for employment with UAE. His duties will not require access to U.S. classified information. (b)(6)

(b)(6)

employment. The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new investigation before access to U.S. classified information is granted.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved a position supporting the government of the United Arab Emirates.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE  
ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



-----  
(b)(5), (b)(6), (b)(7)(C)

### Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b)(6), (b)(7)(C)

Physical address (include mailing if different):

(b)(6), (b)(7)(C)

Phone

(b)(6), (b)(7)(C)

Email

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment (b)(6), (b)(7)(C) United Arab Emirates

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5. Are you a U.S. citizen? (b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held? (b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access? (b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No. (b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. (b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b)(6), (b)(7)(C)

#### WITNESS

#### ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have~~ (b)(6) ~~strike out inappropriate word or words~~ received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
5 Jun 20

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 18 Nov 19

Encl: (1) Copy of Dept. of State letter of 25 May 20

1. This is in response to the reference in which you requested approval of your foreign employment.
2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
Bureau of Political-Military Affairs  
Washington, DC 20520-6817

May 25, 2020

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) to accept civil employment with the United Kingdom (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper  
Assistant Secretary



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR-6  
FEB 10 2020

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) (Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C). Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) United Kingdom. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEARON  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U0007

JAN 18 2020

From: Senior Intelligence Officer, Intelligence Division  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C) from the U.S. Marine  
Corps and requested permission in November 2019 under the Foreign Ownership,  
Control or Influence (FOCI) program for approval of employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) United Kingdom.

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as  
required by reference (a), for employment to the UK (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications  
Facility (DOD CAF) will require a new security clearance investigation and  
adjudication prior to access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved for employment with  
the UK (b)(6), (b)(7)(C)

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)



### **Foreign Government Employment Questionnaire**

**Name: (last, first, middle initial)**

(b)(6), (b)(7)(C)

**Physical address (include mailing if different):**

(b)(6), (b)(7)(C)

**Phone**

**Email:**

(b)(6), (b)(7)(C)

**Military Retirement Date (if applicable):**

(b)(6), (b)(7)(C)

**Rank/Rate (at retirement):**

(b)(6), (b)(7)(C)

**SSN (last four digits):**

(b)(6), (b)(7)(C)

**Location of proposed employment:**

(b)(6), (b)(7)(C)

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? Please explain in as much detail as possible (If a job description is available, please attach).**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.**

No

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)?<sup>i</sup> If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.<sup>ii</sup>**

(b)(6), (b)(7)(C)

**14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

<sup>i</sup> The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

*“Defense service”* (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

*“Defense article”* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

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*“Technical data”* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

*“U.S. person”* (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

*“Foreign person”* (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

*“Broker”* (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

(a) Any U.S. person wherever located;

(b) Any foreign person located in the United States; or

(c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

*“Brokering activities”* (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

(a) Financing, insuring, transporting, or freight forwarding defense articles and defense services;

or

(b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

(a) Activities by regular employees acting on behalf of their employer; or

(b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

**Note:** engaging in the business of brokering activities requires only one occasion of brokering.

<sup>3</sup> If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope

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and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or Typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code, \*the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse)*



11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707) or any successor thereto; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1033 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, 952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2).) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

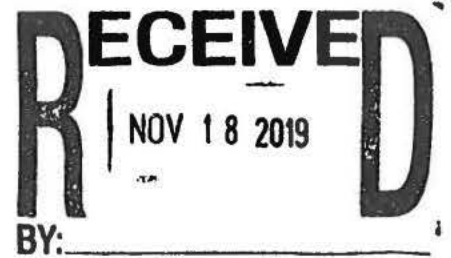
I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

13. I hereby certify that I have been advised that, except as otherwise indicated, the disclosure of classified information is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

STANDARD FORM 312 BACK (Rev. 7-2013)

Commandant of the Marine Corps (MMSR-6)  
James Wesley Marsh Center  
3280 Russel Rd  
Quantico, VA 22134-5103



(b)(6), (b)(7)(C)

Dear Sir or Ma'am,

I am requesting permission for employment by a foreign government.

Since my retirement I have moved to

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Thank you for your time and consideration.

Very Respectfully,

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

5300  
MMSR-6  
16 Dec 19

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 19 Sep 19

Encl: (1) Copy of Dept. of State letter of 13 Dec 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

December 13, 2019

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) to accept civil employment with the United Arab Emirates.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper  
Assistant Secretary





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

NOV 12 2019

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Abu Dhabi, United Arab Emirates (UAE). Some members of the company's Board of Directors (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEARON

Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
SSO/U1242

OCT 31 2019

From: Senior Intelligence Officer, Intelligence Division  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in September 2019 under the Foreign Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) the United Arab Emirates (UAE). (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a). for employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) in UAE.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)

**Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical address (include mailing if different):

Phone: (b)(6), (b)(7)(C)

Email: (b)(6), (b)(7)(C)

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C) Abu Dhabi, UAE

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? Please explain in as much detail as possible (If a job description is available, please attach). See attachment**

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.**

Yes,

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“*Defense service*” (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.



*"Defense article"* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

*"Technical data"* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.**

(b)(6), (b)(7)(C)

**14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

(b)(6), (b)(7)(C)



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

#### WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

#### ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

19 September 2019

Headquarters United States Marine Corps  
Manpower & Reserve Affairs (MMSR-6)  
3280 Russell Road  
Quantico, VA 22134

**Subject: Request for Approval to Accept Foreign Government Employment**

To Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000)]I am requesting approval to accept foreign government employment in the United Arab Emirates

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

**Attachments:**

1. Foreign Government Employment Questionnaire.
2. (b)(6), (b)(7)(C) Position Description.
3. Signed SF 312 Classified Information Nondisclosure Agreement.

-----  
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
5300  
MMSR-6  
1 Nov 19

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 4 Jun 19

Encl: (1) Copy of Dept. of State letter of 1 Nov 19

1. This is in response to the reference in which you requested approval of your foreign employment.
2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

November 1, 2019

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C) Indonesia.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

UNCLASSIFIED



Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper /  
Assistant Secretary

UNCLASSIFIED



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR-6  
OCT 07 2019

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is Master Sergeant Brock's cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) Indonesia (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement

-----  
(b)(5), (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3100 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO

5500

SSO/U1052

SEP 10 2019

From: Senior Intelligence Officer, Intelligence Division  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S.  
Marine Corps and requested permission in July 2019 under the Foreign  
Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) Indonesia (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as  
required by reference (a), for employment with (b)(6), (b)(7)(C) Indonesia as a

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications  
Facility (DOD CAF) will require a new security clearance investigation and  
adjudication prior to access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) Indonesia.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

(b)(6), (b)(7)(C)

4-Jun-19

HQ, U.S. Marine Corps  
Manpower & Reserve Affairs  
3280 Russell Road  
Quantico, VA 22134

To whom it may concern,

Pursuant to service regulations and 37 U.S.C. § 908, I hereby request approval for foreign government employment as outlined below.

I am in the hiring process to become an employee of

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

My technical job description is attached. No part of my duties involve handling of classified information or technology.

(b)(6), (b)(7)(C)

**Foreign Government Employment Questionnaire**

**Name: (last, first, middle initial)**

(b)(6), (b)(7)(C)

**Physical address (include mailing if different):**

**Phone:**

**Email:**

(b)(6), (b)(7)(C)

**Military Retirement Date (if applicable):**

(b)(6), (b)(7)(C)

**Rank/Rate (at retirement):**

(b)(6), (b)(7)(C)

**SSN (last four digits): XXX-XX-XXXX**

(b)(6), (b)(7)(C)

**Location of proposed employment:**

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**3. What will your job duties involve? Please explain in as much detail as possible (if a job description is available, please attach).**

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)



**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)?<sup>1</sup> If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.<sup>2</sup>**

(b)(6), (b)(7)(C)

**14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?**

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date

<sup>1</sup> The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

***“Defense service”*** (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

***“Defense article”*** (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

***“Technical data”*** (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

# CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

**WITNESS**

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

**ACCEPTANCE**

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) [REDACTED] (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

-----  
(b)(6), (b)(7)(C)

### Foreign Government Employment (FGE) Information Sheet

Name: (b)(6), (b)(7)(C)

Grade/Rank (at retirement) (b)(6), (b)(7)(C)

SSN: (b)(6), (b)(7)(C)

Date placed on Retirement List: (b)(6), (b)(7)(C)

Address:

PHYSICAL

(b)(6), (b)(7)(C)

MAILING:

Email Address: (b)(6), (b)(7)(C)

DOB: (b)(6), (b)(7)(C)

Place of Birth: (b)(6), (b)(7)(C)

Any Adverse Actions?

(b)(6), (b)(7)(C)

#### Checklist:

- FGE information sheet
- Applicant's letter requesting approval
- A letter, memorandum, or a contract offer from the prospective employer outlining the detailed description of civil duties to be performed for the foreign government. Please ensure the document includes the complete name, address of the prospective employer, and a point of contact.
- Completed FGE Questionnaire
- Completed Standard Form 312, Classified Information Nondisclosure Agreement or DA Form 2962, Security Termination Statement. Visit the nearest military installation, Security Office or other authorized agency to complete the form. Please pay close attention to the "Security Debriefing Acknowledgement" section for instructions provided to acknowledge (by striking out inappropriate words) that you "have" or "have not" received a security debriefing.

**Note:** We will accept a copy of your SF 312 or DA 2962 signed by you and the authorized individual who conducted the Security Debriefing upon your retirement.

#### Mail packet to:

Commander  
HQ, U.S. Marine Corps  
Manpower & Reserve Affairs  
3280 Russell Road  
Quantico, VA 22134



-----  
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

5300

MMSR-6

1 Oct 18

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 22 Feb 18

Encl: (1) Copy of Dept. of State letter of 7 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
*Washington, DC 20520-6817*

September 7, 2018

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Japan (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String  
Deputy Assistant Secretary  
Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

JUL 25 2018

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Government of Japan. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR  
Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO  
5500  
SSO/U0571

JUL 09 2018

From: Special Security Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine  
Corps and requested permission in April 2018 under the Foreign Ownership,  
Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. (b)(6) requires a FOCI approval and legal authority as required by  
reference (a), for employment with (b)(6) Japan for (b)(6)

(b)(6)

Department of Defense Consolidated Adjudications Facility (DOD CAF) will  
require a new security clearance investigation and adjudication prior to  
access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) Japan for (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

-----  
(b)(5), (b)(6), (b)(7)(C)



### **Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical address (include mailing if different): (b)(6), (b)(7)(C)

Phone: (b)(6), (b)(7)(C)

Email: (b)(6), (b)(7)(C)

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C) Japan

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.**

See attachment

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?**

(b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?**

(b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?**

(b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?**

(b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?**

(b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain.**

No

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.**

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.**

(b)(6), (b)(7)(C)

**13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?**

(b)(6), (b)(7)(C)

**I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.**

(b)(6), (b)(7)(C)

**Signature**

**Date**

## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SOCIAL SECURITY NUMBER (See Notice below) \_\_\_\_\_

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

#### WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

#### ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ( ) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

Reference Number

Job Category

Position

Summary of duties

Work location

Employment period

Age restriction

Reason for age restriction

Qualifications

(b)(6), (b)(7)(C)

Working hours

Lunch time

Overtime

Wage type

Wage

Day off

Childcare leave

Insurance

Pension plan

Reemployment option

Housing allowance

Commuting allowance

Number of recruitments

Application deadline

Employment office

acceptance deadline

Acceptance office

Remarks





United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

December 11, 2020

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.


Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).



Additionally, please inform the applicant that continuing approval under the Enrolments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper   
Assistant Secretary  
Department of State  
Political Military Bureau



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:

1700

MMSR-6

DEC 04 2017

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire, job description/offer letter, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Abu Dhabi, United Arab Emirates. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO  
Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. (b)(6), (b)(7)(C) Job Description  
2. Classified Information Nondisclosure Agreement



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3000 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

IN REPLY REFER TO:  
5500  
IOS/U0709

NOV 14 2017

From: Special Security Officer, Intelligence Department  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments

1. (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in October 2017 under the Foreign Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) with the United Arab Emirates (UAE) to provide the review, development and implementation of academic and flight training program.

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a). for employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) UAE.

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is (b)(6), (b)(7)(C) or hqmc\_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to:  
Files

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(b)(5), (b)(6), (b)(7)(C)

### Foreign Government Employment Questionnaire

Name: (b)(6), (b)(7)(C)

Physical address (b)(6), (b)(7)(C)

Phone (b)(6), (b)(7)(C)

Email: (b)(6), (b)(7)(C)

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement) (b)(6), (b)(7)(C)

SSN (last four digits) (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C) Abu Dhabi, UAE

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?**

(b)(6), (b)(7)(C)

**3. What will your job duties involve? If a job description is available, please attach.**

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

**5. Are you a U.S. citizen?** (b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?** (b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?** (b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?** (b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

**WITNESS**

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

**ACCEPTANCE**

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have~~ (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

The Freedom of Information Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

-----  
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

5300  
MMSR-6  
25 Jan 21

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 9 Feb 20

Encl: (1) Copy of Dept. of State letter of 8 Jan 21

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State  
*Bureau of Political-Military Affairs*  
Washington, DC 20520-6817

January 8, 2021

Lieutenant General Michael A. Rocco  
Deputy Commandant for Manpower and Reserve Affairs  
Headquarters United States Marine Corps  
3280 Russel Road  
Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmdtc.state.gov](http://www.pmdtc.state.gov).

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper  
Assistant Secretary





DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3280 RUSSELL ROAD  
QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO:  
1700  
MMSR-6  
OCT 14 2020

Director, Office of International Security Operations  
Bureau of Political-Military Affairs  
Department of State  
2201 C Street NW RM 2422  
Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)  
(Retired), for approval of civilian foreign employment is forwarded  
for consideration pursuant to the Foreign Relations Authorization  
Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91  
Stat. 859. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C)  
Enclosed with this letter is (b)(6), (b)(7)(C) cover letter,  
foreign employment questionnaire, and classified information  
nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the  
Navy, has approved (b)(6), (b)(7)(C) request for employment  
as (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) in Abu Dhabi,  
United Arab Emirates. This request is being forwarded for the  
approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR

Assistant Deputy Commandant for  
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire  
2. Classified Information Nondisclosure Agreement

**Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical address: (b)(6), (b)(7)(C)

Phone: (b)(6), (b)(7)(C)

Email: (b)(6), (b)(7)(C)

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C) **DATE:**

**1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

**2. What is your proposed job title?** (b)(6), (b)(7)(C)

**3. What will your job duties involve? Please explain in as much detail as possible (if a job description is available, please attach).** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5. Are you a U.S. citizen? (b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? (b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held? (b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access? (b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible. Yes, (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible (b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of

Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

*“Defense service”* (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

*“Defense article”* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

*“Technical data”* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)?<sup>1</sup> If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.<sup>2</sup>**

(b)(6), (b)(7)(C)

14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement? (b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

“*Defense service*” (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

“*Defense article*” (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

“*Technical data*” (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles.



including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

*"U.S. person"* (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

*"Foreign person"* (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

*"Broker"* (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

(a) Any U.S. person wherever located;

(b) Any foreign person located in the United States; or

(c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

*"Brokering activities"* (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

(a) Financing, insuring, transporting, or freight forwarding defense articles and defense services;

or

(b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

(a) Activities by regular employees acting on behalf of their employer; or

(b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

**Note:** engaging in the business of brokering activities requires only one occasion of brokering.

<sup>10</sup>If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDIC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDIC's website: [www.pindlrc.state.gov](http://www.pindlrc.state.gov).



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

*(Name of Individual - Printed or typed)*

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information including oral communications that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, Title 18, United States Code, the provisions of section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

*(Continue on reverse.)*

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGNATURE	DATE
(b)(6), (b)(7)(C)	

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED:	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT
(b)(6), (b)(7)(C)	

#### SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Pages 203 through 204 redacted for the following reasons:

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(b)(5), (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY  
HEADQUARTERS UNITED STATES MARINE CORPS  
3100 MARINE CORPS PENTAGON  
WASHINGTON, DC 20350-3000

5500  
SSO/U1225

SEP 23 2020

From: Senior Intelligence Officer, Intelligence Division  
To: Deputy Commandant, Manpower and Reserve Affairs

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)  
USMC (RETIRED)

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members  
by Foreign governments

1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S.  
Marine Corps and requested permission in February 2020 under the Foreign  
Ownership, Control or Influence (FOCI) program for employment with (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C) within the United Arab Emirates.

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal  
authority as required by reference (a), for employment with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of  
Defense Consolidated Adjudications Facility (DOD CAF) will require a new  
security clearance investigation and adjudication prior to access to U.S.  
classified information.

3. It is my opinion that (b)(6), (b)(7)(C) could be approved a (b)(6), (b)(7)(C)  
(b)(6), (b)(7)(C)

4. Point of contact at Headquarters, U.S. Marine Corps, Special Security  
Office is hqmc\_sso@usmc.mil,

(b)(6), (b)(7)(C)

Copy to:  
Files

(b)(6), (b)(7)(C)

09 February 2020

Headquarters United States Marine Corps  
Manpower & Reserve Affairs (MMSR-6)  
3280 Russell Road  
Quantico, VA 22134

Subject: Request for Approval to Accept Foreign Government Employment

To Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000) I am requesting approval to accept foreign government employment in the United Arab Emirates

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

Attachments:

1. Foreign Government Employment Questionnaire
2. (b)(6), (b)(7)(C) Position Description

-----  
(b)(5), (b)(6), (b)(7)(C)



### **Foreign Government Employment Questionnaire**

Name: (b)(6), (b)(7)(C)

Physical address (include mailing if different): (b)(6), (b)(7)(C)

Phone

Email: (b)(6), (b)(7)(C)

Military Retirement Date (if applicable): (b)(6), (b)(7)(C)

Rank/Rate (at retirement): (b)(6), (b)(7)(C)

SSN (last four digits): (b)(6), (b)(7)(C)

Location of proposed employment: (b)(6), (b)(7)(C)

#### **1. Who is your proposed employer and how are they connected to a foreign government?**

(b)(6), (b)(7)(C)

#### **2. What is your proposed job title?**

(b)(6), (b)(7)(C)

#### **3. What will your job duties involve? Please explain in as much detail as possible (If a job description is available, please attach).**

(b)(6), (b)(7)(C)

#### **4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.**

(b)(6), (b)(7)(C)

#### **5. Are you a U.S. citizen?** (b)(6), (b)(7)(C)

**6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?** (b)(6), (b)(7)(C)

**7. What is the highest U.S. security clearance that you have held?** (b)(6), (b)(7)(C)

**8. What is the highest level of classified material to which you have been granted access?** (b)(6), (b)(7)(C)

**9. Have you had access to Special Access Programs?** (b)(6), (b)(7)(C)

**10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible. Yes** (b)(6), (b)(7)(C)

**11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.** (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

**13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)?<sup>i</sup> If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.<sup>ii</sup>** (b)(6), (b)(7)(C)

**14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?** (b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

**Signature**

**Date**

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

*“Defense service”* (ITAR §120.9) means:

(a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;

(b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or

(c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

*“Defense article”* (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

*“Technical data”* (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;

(b) Classified information relating to defense articles and defense services on the USML; and

(c) Software directly related to defense articles.

**Note:** The definition does not include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

**"U.S. person"** (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

**"Foreign person"** (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

**"Broker"** (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

**"Brokering activities"** (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

(a) Financing, insuring, transporting, or freight forwarding defense articles and defense services;  
or

(b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

**Note:** engaging in the business of brokering activities requires only one occasion of brokering.

<sup>6</sup> If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: [www.pmddtc.state.gov](http://www.pmddtc.state.gov).



## CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

### AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

### AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, \*952 and 1924, title 18, United States Code; \*the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, \*952 and 1924 of title 18, United States Code, and \*section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

\* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b)(6), (b)(7)(C)

**WITNESS**

**ACCEPTANCE**

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED  
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT  
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

**SECURITY DEBRIEFING ACKNOWLEDGEMENT**

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

**NOTICE:** The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.